QUOTATION NUMBER DC050068



# STATE OF ARIZONA

# REQUEST FOR QUOTATION

# **FAX ON DEMAND**

DUE DATE October 11, 2004	AT 5:00 P,M. M.S.T.				
MAILING ADDRESS: ARIZONA DEPARTMENT OF CORRECTION 1601 W. JEFFERSON, MAIL CODE 55302 ATTN: CENTRAL PURCHASING UNIT PHOENIX, ARIZONA 85007	HAND DELIVERY - OVERNIGHT MAIL ARIZONA DEPARTMENT OF CORRECTIONS 1645 W. JEFFERSON 4th FLOOR, SUITE 4401 PHOENIX, ARIZONA 85007				
In accordance with A.R.S. § Title 41, Chapter 23 A.A.C.R. by the Department of Corrections, at the above specified lo	2-7-336; quotations for the materials or services specified will be received scation, until the time and date cited.				
Quotations must be in the actual possession of the Departrindicated above. Late quotations will not be considered.	ment of Corrections on or prior to the time and date, and at the location				
All quotations must be completed in ink or typewritten, delivered to the above address. Quotations may also be returned via facsimile to 602-364-3780. Additional instructions for preparing a quotation are provided in Instruction for Quotations.					
OFFERORS ARE STRONGLY ENCOURAGED TO CA	REFULLY READ THE ENTIRE QUOTATION.				
REQUESTING AGENCY:	Arizona State Prison Complex - Winslow				
MATERIAL, SERVICE AND/OR CONSTRUCTION:	Trash/Garbage Disposal				
CONTRACT TYPE:	Firm Fixed Price				
CONTRACT TERM:	Annual Requirement with Option to Renew				
Jun Loute- BUYER Terry L. Rutan					
(602) 542-1172 PHONE					
September 23, 2004 DATE	DENEL PICKERING. PALEF PROCUREMENT OFFICER				

# OFFER AND ACCEPTANCE

# ARIZONA DEPARTMENT OF CORRECTIONS

QUOTATION NO	•
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DC050068

**OFFER** 

SUBMIT THE ORIGINAL OF THIS FORM TO THE DEPARTMENT OF CORRECTIONS, 1601 WEST JEFFERSON, MAIL CODE 55302, PHOENIX, ARIZONA 85007.

The Undersigned hereby offers and agrees to furnish the ma terma, conditions, specifications and amendments in the So	terial, service or construction in compliance with all licitation and any written exceptions in the offer.
SALES TAX PERCENT: %. (See Instructions for C	uotations, Paragraph 4.)
Arizona Transaction (Sales) Privilege Tax	For clarification of this offer, contact:
License No.:	Name:
Federal Employer Identification	Phone:
No.:	Fax #:
Company Name	Signature of Person Authorized To Sign Offer
Address	Printed Name
City State Zip	Title
Small business certification: Vendor is or has gross or has gross ACCEPTANGE	/is not a small business revenues of \$4 million or less)  CE OF OFFER
The Offer is hereby accepted.	
The Contractor is now bound to sell the mat contract and based upon the solicitation, incl amendments, etc. and the Contractor's Offer as	uding all terms, conditions, specifications,
Trash/Garbage Disposa	l - ASPC - Winslow
	k or to provide any material or service under
<u></u>	enel Pickering, Chief Procurement Officer

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### Instructions For Quotations

- SUBMISSION: Quotations shall be signed where applicable and received as designated on the cover page 1. no later than as indicated.
- OPENING: This is an informal Quotation which will not be read at a public opening; however, the 2. information may be publicly reviewed after an award.
- STANDARD PROVISIONS: The State of Arizona's Uniform General Terms and Conditions where 3. applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the Department of Corrections, Purchasing Office.
- TAXES: The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax, 4. Sales Tax, if any, should be indicated as a separate item.
- QUOTE REJECTION: The State reserves the right to reject any, or all, Quotations, combinations of items, 5. or lot, and to waive defects or informalities.
- BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the б. specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any Quotation which proposes like a quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your Quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
- ERASURES: Erasures, interlineations or other modifications must be initialed by the individual signing the 7. Request for Quotation.
- UNIT PRICE: In case of error in the extension prices in the Quotation, the unit price will govern. No 8. Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
- PAYMENT DISCOUNT: Payment discount periods will be computed from the date of receipt of materials 9. or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the Quotation price in determining the low quote. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
- SOURCE SELECTION: This procurement is restricted to small business. A small business is one that, 10. including its affiliates is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.
- SOURCE SELECTION CLARIFICATION: Source Selection will apply only if Small Business 11. Requirements under A.R.S. §41-2535, R2-7-335 are applicable for dollar amounts between \$1,000.00 and \$25,000.00

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#### 1 SPECIAL TERMS AND CONDITIONS

1.1 Purpose

1.1.1 Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41-2501, et. seq., the State of Arizona intends to establish a contract for Trash/Garbage Disposal for ASPC - Winslow.

1.2 Questions, Clarifications or Interpretations

- 1.2.1 Any doubt as to the requirements of the Fax on Demand or any apparent omissions or discrepancies shall be presented to the Department of Corrections Purchasing Office in writing. The Department will then determine the appropriate action necessary, if any, and issue a written amendment to the Fax on Demand.
  - 1.2.1.1 Any questions relating to the solicitation should be sent to the following:

Mailing Address:

1601 W. Jefferson, Mail Code 55302,

Phoenix, AZ 85007

Phone:

602-542-1172

Fax:

602-364-3780

#### 1.3 Term of Contract

1.3.1 The term of any resultant contract should commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended, as otherwise provided herein.

#### 1.4 Contract Extension

1.4.1 By mutual written agreement, any resultant contract may be extended for supplemental periods of 12 months, up to a maximum of <u>48</u> months

#### 1.5 Cancellation

- 1.5.1 The Department of Corrections reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of this contract. The Department of Corrections will issue written notice to the contractor for acting or failing to act as in any of the following:
  - The contractor provides material that does not meet the specifications of this contract;
  - The contractor fails to adequately perform the services set forth in the specifications of this contract;

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# SPECIAL TERMS AND CONDITIONS

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- The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- The contractor fails to progress in the performance of this contract and/or gives the Department of Corrections reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the Department of Corrections. Failure on the part of the contractor to adequately address all issues of concern may result in the Department of Corrections resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims of damage for breach or any covenants of the contract;
- Perform any test or analysis on materials for Compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

In case of default, the Department of Corrections reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Department of Corrections may recover any actual excess costs from the contractor or by:

- Deduction from unpaid balance;
- ° Collection against the bid and/or performance bond, or;
- Any combination of the above or any other remedies as provided by law.

#### 1.6 CRIPA

- 1.6.1 The Arizona Department of Corrections (ADC) entered into an agreement with the Department of Justice regarding the matter of United States of America vs. Department of Corrections, et al. (Civil Action No. 97-476-PHX-ROS). The agreement affects all correctional and non correctional staff with female inmate contact, including contract providers.
  - 1.6.1.1 The areas that impact the contract are: 1) backgrounds on existing staff; 2) stringent pre-employment screening practices for future staff; 3) pre-service and in-service

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training; 4) mandatory staff participation in sexual misconduct investigations; and 5) minimization of one on one situations where a female inmate and male staff are alone together.

#### THE AGREEMENT REQUIRES:

- 1.6.1.2 Background checks on all current non-correctional staff with female inmate contact. Any staff that has been convicted of or pled guilty to any felony charge from contact with a female inmate will be removed from their position.
- 1.6.1.3 All future staff with significant female inmate contact will require extensive pre-employment screening.
- 1.6.1.4 All ADC contractors will now be required to provide for each new applicant: 1) a complete background questionnaire to include drivers license number and record, past employment, past education, references, criminal arrest and criminal record; 2) be fingerprinted and screened by the Federal Bureau of Investigations; 3) NCIC/ACIC records check including law enforcement agency check or agencies where applicant has lived; 4) military discharge status; 5) investigation of whether applicant has ever worked in ADC prisons, and if so, whether they were the subject of investigations and allegations of inappropriate staff-inmate behavior; and, 6) tests to access personality to be scored by a professional psychologist.
- 1.6.1.5 ADC will perform the background checks at no charge to the contractor, however, the contractor is responsible for the psychological testing, analysis, and personal interviews that may be required as a result of an appeal and submission of the scoring/report for review by the Department, prior to finalization of the hiring process.
- 1.6.1.6 All current and future contract staff will be required to view a video describing inappropriate staff-inmate behavior. There will be a requirement that all staff will acknowledge in writing viewing of the video. ADC will provide the video to contract providers.
- 1.6.1.7 Pre-employment training will include at least eight (8) hours of specific topics relating to inappropriate staff-inmate

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behavior. ADC's video will be included in the curriculum. (Subject to clarification at a later date by the parties to the agreement, the training may be made part of the New Employee training to be provided within the first sixty (60) days of employment.)

- 1.6.1.8 ADC will provide the selected contractor with a copy of the lesson plan for their use. The plan will include the topics and procedural changes affecting staff working with female inmates. In-service training covering inappropriate staff-inmate behavior and viewing of video. The number of hours for in-service will be determined at a later date.
- 1.6.1.9 ADC will also provide a copy of the lesson plan for use by the contractor.

#### 1.7 Licenses

- 1.7.1 Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the contractor. Should the awarded contractor choose to sub-contract any portion of the job, the following requirements are necessary according to the Arizona Revised Statute § 32-1121, Professions and Occupations: This requirement applies to both in-state and out of state contractors.
  - The awarded contractor must have an Arizona Contractors License if the cost of material and installation exceed \$ 750.00.

    Contractors License No.

    Type of License:

    State of License:

    The sub-contractors license number and type must be identified in the contractor's solicitation submitted.

    Sub-Contractors Name

    Sub-Contractors License No.

    Type of License:

    State of License:

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#### 1.8 <u>Insurance</u>

1.8.1 The successful contractor will be required to provide the following Certificate of Insurance within five (5) days after receipt of written notice of intent to award this contract. The contractor must furnish the State, certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

#### GENERAL LIABILITY INCLUDING

COMPREHENSIVE FORM
PREMISES OPERATIONS
CONTRACTUAL
INDEPENDENT CONTRACTOR
PRODUCT/COMPLETED OPERATIONS HAZARD
PERSONAL INJURY
BROAD FORM PROPERTY DAMAGE
EXPLOSION AND COLLAPSE (If applicable)
UNDERGROUND HAZARD (If applicable)

LIMITS OF LIABILITY
MINIMUM - EACH OCCURRENCE

#### **BODILY INJURY**

 Per Person
 \$ 1,000,000

 Each Occurrence
 \$ 2,000,000

 Property Damage
 \$ 1,000,000

OR

Bodily Injury

AND

Property Damage

Combined \$ 1,000,000

Comprehensive Auto Liability Including Owned, Hired and

Non-Owned Same as above

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Umbrella Liability

Necessary if underlying not above minimum

Worker's Compensation of Employer's Liability Statutory (each accident)

\$ 500,000

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Other, if any - personal liability

\*

State of Arizona, its Departments, Boards and Commissions must be added as additional insurers, as required by Statute, Contract or other request. It is agreed that any insurance available to the contractor shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) day written notice to the State. THE INSURANCE CERTIFICATE IS NOT UNLESS COUNTERSIGNED BY AN AUTHORIZED VALID REPRESENTATIVE OF THE INSURANCE COMPANY.

The successful contractor, will have five (5) days after receipt of written notice to submit a copy of the attached Certificate of Insurance, form DOC221A.

NOTE: No other Certificate of Insurance Form is acceptable. A copy of complete DOC221A must be forwarded to:

Arizona Department of Corrections Central Purchasing Unit, MC 55302 1601 W. Jefferson Phoenix, Arizona 85007

ATTENTION: Contract <u>DC050068</u>

#### 1.9 Notice Warning

1.9.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition A.R.S. § 13-2501:

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#### 1.10 Contraband

1.10.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or

preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

#### 1.11 Rejection of Bids

1.11.1 The Arizona Department of Corrections, at its discretion may reject any and/or all bids.

#### 1.12 Evaluation

1.12.1 This contract shall be awarded to the lowest, responsive, responsible vendor meeting the minimum specifications and requirements set forth in this Request for Quotation, including criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for the specified purpose.

#### 1.13 Eligible Agencies

1.13.1 Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Department of Corrections.

#### 1.14 Taxes

1.14.1 Prices offered shall not include applicable State and Local taxes. The Department will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

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## SPECIAL TERMS AND CONDITIONS

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#### 1.15 Investigations

1.15.1 The Arizona Department of Corrections reserves the right to make investigations, as deemed necessary, to determine the ability of the contractor to perform the specified work. The contractor shall furnish to ADC all such information and data for this purpose as may be requested. ADC reserves the right to reject any bid if evidence submitted or investigation fails to satisfy the owner that the contractor is properly qualified to carry out the obligations of the solicitation. Conditional bids shall not be accepted.

#### 1.16 Award

1.16.1 It is the intention of the Department of Corrections to award a single contract for all of the proposed work.

#### 1.17 Millennium Compliance

1.17.1 Hardware, Software, or Firmware Contracts:

#### 1.17.1.1

Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date/time data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this contract properly exchanges date/time data with it. If this contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a This warranty shall survive the expiration or termination of this contract. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this contract. addition, the defense of force majeure shall not apply to the failure of the contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

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1.17.1.2 Contracts not involving Hardware, Software or Firmware:

1.17.1.3

Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that all products delivered and all services rendered under this contract shall comply in all respects to performance and delivery requirements of the specifications and shall not adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this contract. In addition, the defense of force majeure shall not apply of the contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

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## **SPECIFICATIONS**

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#### 2 TASK

- 2.1 Vendor is requested to provide pricing for Trash/Garbage Disposal herein specified for the following Arizona Department of Corrections location:
  - 2.1.1 Arizona State Prison Complex Winslow2100 South Highway 87Winslow, Arizona 86047

#### 3 GENERAL SPECIFICATIONS/REQUIREMENTS

- 3.1 Vendor shall provide landfill collection point for disposal of trash/garbage.
  - 3.1.1 Deliveries are in full garbage trucks and delivered usually 3 times per month.

    Approximately 40 tons of trash is generated per month.
  - 3.1.2 Delivery of Acceptable Waste:
    - 3.1.2.1 "Acceptable Waste" means all waste that is permitted under the governing permits and applicable laws.
  - 3.1.3 Acceptance of Title to Waste:
    - 3.1.3.1 Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the vendor facility by the Department shall pass at the time such Acceptable Waste is removed from the delivery vehicle.
  - 3.1.4 Unacceptable Waste:
    - 3,1.4.1 "Unacceptable Waste" means any waste that is not Acceptable Waste.
    - 3.1.4.2 Any material which by reason of its composition, characteristics or quality is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 52 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any Applicable Law.
    - 3.1.4.3 Any other material which may present substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the vendor's facility.

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## **SPECIFICATIONS**

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#### 3.1.5 Delivery of Unacceptable Waste:

3.1.5.1 The Department agrees that it shall not deliver any Unacceptable Waste to the vendor's facility. If a delivery of solid waste is made which contains both Acceptable and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of the vendor's facility, as the Departments agent to cause such separation, with the cost of such separation to be paid by the Department.

# PRICE SHEET

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4	PRICING	
	Disposal Fees	\$ per ton

NOTICE: The vendor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. The vendor further acknowledges that the defense of force majeure shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.					
SALES TAX PERCENT:%, (See Uniform Instructions to Offerors for Formal Solicitation, Paragraph 3.10.) PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by:%, if payment is made within days.					
PLEASE CHECK THE APPROPRIATE SELECTION BELOW THAT APPLIES TO YOUR COMPANY:					
0, Non-Small/Non-l	Ainority/Non-Disabled	1. Small Business	2. Minority Owned Business	3. Women Owned Business	
4. Owned By Disab	led Individual	5. Small Business/Minority Owned	6. Small Business/Women Owned	7. Small Business/Olsabled Owner	
B. Minority-Women	Owned Business	9. Disabled-Minority Owner Business	10. Disabled-Women Owned Business	11. Small Business/Minority-Women Owned	
☐ 12. Small Business/	Disabled-Minority Owned	13. Small Business/Disabled-Minority-Women Ov	vned		

# CERTIFICATE OF INSURANCE

# **ARIZONA STATE**

			DEPARTMENT OF CORRECTIONS 1601 W. Jefferson					
SOLICITATION NO. DC05		50068		MC #55302 PHOENIX, ARIZONA 85004				
VENDOR				COMPANY LETTER	COMPANIES AFFORDING COVERAGE	Current A.M. Best Reting		
NAME AND ADDRESS OF INSURANCE AGENCY:				Α				
						В		
		NAME AND AD	DRESS OF INSURED:			С		
			•			D		
This is t	o Certify that t	the Policies of In	surance listed below ha	ve been is	sued to the in:	sured Named abov	ve for the Policy period indicate	d
CO LTR	TYPE OF	INSURANCE	POLICY NUMBER		EFFECTIVE MM/DD/YR)	POLICY EXPIRATION DATE (MM/DD/YR)	LIMITS	(.000)
	√ Commerciá √ Occurrence	mpleted					Commercial Aggregate Products-Comp/QP AGG. Personal & ADV. Injury Each Occurrence Fire Damaga (Any One Fire) Med. Expenses (Any One Person)	\$ \$ \$ \$
	Any Auto All Owned	Autos (Other than Priv. Paes) 3 1 Autos		:			Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	\$ \$ \$
·	PROFESSION ⊓Type □ Claims Ma	AL LIABILITY					Éach Occurrence Aggragate	\$
	Umbrella F	S LIABILITY orm Umbrella Form					Each Occurrence Aggregate	\$ \$
		OMPENSATION AND RS' LIABILITY					Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	s
	Build	ers Risk						
	a	ther						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:  STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURERS AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS.						HIRTY (30) 56		
CERTIFICATE HOLDER/ADDITIONAL INSURED Arizona Department of Corrections 1601 W. Jefferson, M/C 55302			AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY  SIGNATURE					
Phoenix, AZ 85007				DATE				